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Attorneys for Plaintiffs ASTERO, LLC, a New Jersey limited liability company, and
ANDREA K. TANTAROS, an individual

**THE UNITED STATES DISTRICT COURT,
FOR THE DISTRICT OF NEW JERSEY**

ASTERO, LLC, a New Jersey limited
liability company; ANDREA K.
TANTAROS, an individual,

Plaintiffs,

vs.

TALK RADIO NETWORK
ENTERTAINMENT, INC., an Oregon
corporation, MARK MASTERS, an
individual, and Does 1 through 10,
inclusive,

Defendants.

Case No.: 1:13-cv-06005-NLH-JS

**DECLARATION OF CHRISTIAN
S. MOLNAR, ESQ., COUNSEL
FOR PLAINTIFFS, IN SUPPORT
OF PLAINTIFFS ASTERO AND
ANDREA TANTAROS' SUR-
REPLY**

DECLARATION OF CHRISTIAN S. MOLNAR, ESQ.

I, Christian S. Molnar, Esq., declare:

1. I am the principal of the Christian S. Molnar Law Corporation, and one of the attorneys of record for Plaintiffs ANDREA K. TANTAROS, an individual, and ASTERO, LLC, a New Jersey limited liability company, in this action, and have been duly admitted as *pro hac vice* counsel in the court of the state of New Jersey and this court.

2. This declaration is being offered in support of “Plaintiffs’ ASTERO and ANDREA TANTAORS’ Sur-Reply.” I have personal knowledge of the matters set forth in this Declaration and, if called as a witness, I could and would testify competently as to the matters stated below.

3. On September 13, 2013 and October 9, 2013, Joe Cane, Jr., Esq., counsel for Plaintiffs, sent notices of default to Defendant TALK RADIO, discussing multiple and various breaches of the “HOST AGREEMENT” (“Host Agreement”) between Plaintiff ASTERO, LLC, a New Jersey limited liability company (“Plaintiff ASTERO,”) and Defendant TALK RADIO NETWORK ENTERTAINMENT, INC., an Oregon corporation (“Defendant TALK RADIO,”) at issue in this case. However, Defendant TALK RADIO did not substantively address the breaches listed therein.

4. On October 8, 2013, I filed this action on behalf of Plaintiffs. On October 21, 2013, Plaintiffs filed a first amended complaint, and on November 8, 2013, Plaintiffs filed a second amended complaint [Docket Number 8] to properly allege personal jurisdiction over the Defendants, but did not materially alter the underlying substantive allegations in the complaint.

5. On December 9, 2013, Plaintiffs filed a certificate of service as to Defendants TALK RADIO and MASTERS [Docket Number 14.]

6. On January 17, 2014, Plaintiffs filed a request for entry of default against Defendants TALK RADIO and MASTERS for failing to plead or otherwise defend, which was entered by the clerk on January 21, 2104. [Docket Number 16.]

1 7. On February 20, 2014, Defendant TALK RADIO NETWORK
2 ENTERTAINMENT, INC., an Oregon corporation (“Defendant TALK RADIO,”) and
3 Defendant MARK MASTERS, an individual (“Defendant MASTERS,”) filed a “Notice
4 of Motion and Motion to Set Aside Default” as to both Defendants (hereinafter
5 “Defendants Motion”) [Docket Number 17] arguing, *inter alia*, that, because service
6 was improper as to both Defendants, then neither was culpable in their failure to timely
7 respond to Plaintiffs’ complaint, and on that ground, their defaults should be set aside.
8 Plaintiffs’ Motion stated that Plaintiffs would not be filing a Reply brief, and would
9 instead allow the court to rule on its Motion, standing alone.

10 8. On March 3, 2014, Plaintiff ANDREA TANTAROS, an individual
11 (“Plaintiff TANTAROS,”) and Plaintiff ASTERO, LLC, a New Jersey limited liability
12 company (“Plaintiff ASTERO,”) filed an Opposition to Defendants’ Motion,
13 (“Plaintiffs’ Opposition”) [Docket Number 19] arguing that, *inter alia*, Defendants
14 MASTERS and TALK RADIO had been properly served under Oregon Rules of Civil
15 Procedure Sections 7(D)(1) and 7(D)(3) respectively, and thus, Defendant were
16 properly served and fully apprised of the pendency of this action and were therefore
17 fully culpable for the fact that their defaults had been entered.

18 9. On or about March 7, 2014, Defendant TALK RADIO was
19 administratively dissolved, rendering it ineligible to conduct its regular business in that
20 state, or any other. Although Defendant TALK RADIO was, just prior to the date of
21 this motion, reinstated as a corporate entity in Oregon, to date, Defendant TALK
22 RADIO has not informed Plaintiffs, or the court, of their dissolution, despite the fact
23 that Defendant TALK RADIO’s solvency and ability to conduct its regular business is
24 material to this case, and integral to Plaintiffs’ causes of action. A true and correct
25 copy of Defendant TALK RADIO’s record with the Oregon Secretary of State,
26 establishing that it was dissolved at the time of the filing of Defendants’ Reply, is
27 attached hereto as “**Exhibit A**,” and incorporated herein by reference as if fully set
28 forth.

1 10. On March 10, 2014, and *after* Defendant TALK RADIO was
 2 administratively dissolved, Defendants filed a Reply to Plaintiffs' Opposition, despite
 3 the fact that, in their Motion, Defendants represented that no such reply would be filed,
 4 which, among other things, directly contradicted the factual assertions presented in
 5 Defendants motion, including, among others, the completely incongruous statement
 6 that Defendant MASTERS had received, in the mail, a copy of the summons and
 7 complaint, despite stating the *exact opposite* in Defendants' Motion. Defendants'
 8 Reply additionally failed to mention that, at that time, Defendant TALK RADIO was a
 9 dissolved, and non-operational entity.

10 11. Additionally, Defendants' Reply completely misrepresents and
 11 mis - categorizes Plaintiffs' argument in their Opposition, erroneously stating that
 12 because Defendants had not been served in accordance with Oregon Rule of Civil
 13 Procedure Section 7(D)(2) an *entirely different code sub-section* than relied on by
 14 Plaintiffs in their opposition, then service was not proper.

15 12. Defendants' Reply also completely misrepresents Ms. Erin Terry's
 16 position and relationship with Defendants MASTERS and TALK RADIO, attempting
 17 to argue that Ms. Terry was a mere office employee or receptionist, and was not in a
 18 position to properly apprise Defendants of service in this case. However, Ms. Terry is,
 19 in fact, Defendant MASTERS,' personal, executive assistant and consequently has
 20 virtually constant contact with Defendant MASTERS and is, presumably, authorized to
 21 handle mailings and deliveries, and to accept service of process on his behalf, in her
 22 position as his personal, executive assistant. (*See* Declaration of Plaintiff Andrea
 23 Tantaros, in support of Plaintiffs' Sur-Reply Brief, filed concurrently herewith, at
 24 **Exhibits "C" and "D,"** respectively, evidencing Ms. Erin Terry's position as
 25 Defendant MASTERS' personal executive assistant.)

26 13. Prior to the execution of the Host Agreement, Defendant TALK RADIO
 27 filed a lawsuit against, *inter alia* Dial Global, Inc., alleging that Dial Global, among
 28 other things, had failed to properly pay Defendant TALK RADIO pursuant to

1 syndication contracts between those parties. A true and correct copy of Defendant
2 TALK RADIO's complaint against Dial Global, Inc., file August 27, 2012, in the
3 United States District Court for the District of Central California is attached hereto as
4 **Exhibit "B,"** and incorporated herein by reference as if fully set forth.

5 I declare under penalty of perjury of the laws of the State of California that the
6 foregoing is true and correct.

7 Executed on this 21st day of April, 2014, at Los Angeles, California.

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11 _____
Christian S. Molnar